

1 5285
RECORDATION NO. 1425

KIRKPATRICK & LOCKHART

SOUTH LOBBY - 9TH FLOOR

1800 M STREET, N.W.

WASHINGTON, D.C. 20036-5891

RECORDATION NO. 1425

EXCHANGE PLACE
53 STATE STREET
BOSTON, MA 02109
(617) 227-6000

JUL 14 1987 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

TELEPHONE (202) 778-9000

14209 KL D.D.

TELETYPE (202) 778-9100

INTERSTATE COMMERCE COMMISSION

428 BRICKELL AVENUE
MIAMI, FL 33131
(305) 374-8112

1500 OLIVER BUILDING
PITTSBURGH, PA 15222-5379
(412) 355-6500

WRITER'S DIRECT DIAL NUMBER

JUL 14, 1987

JUL 14 1987 - 3 22 PM

7-195A060

Noreta R. McGee
Secretary
INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Room 1324
12th & Constitution Avenue, N.W.
Washington, D. C. 20423

1 5285
RECORDATION NO. 1425

JUL 14 1987 - 3 22 PM

INTERSTATE COMMERCE COMMISSION

Re: Shawmut Bank, N.A./Springfield Terminal
Railway Company Equipment Lease

No. 7-195A060
Date JUL 14 1987
Fee \$ 30.00
ICC Washington, D.C.

Dear Madam Secretary:

I have enclosed an original and one duplicate copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The documents to be recorded are as follows:

(1) A Master Equipment Lease Agreement No. 1 dated as of July 13, 1987 between Shawmut Bank, N.A. as lessor and Springfield Terminal Railway Company as lessee;

(2) Rental Schedules No. A001 and A002 relating to the aforementioned Master Equipment Lease Agreement No. 1; and

(3) A Guaranty Agreement by Boston and Maine Corporation and Maine Central Railroad Company guarantying the obligations of the lessee pursuant to the Master Equipment Lease Agreement No. 1.

The names and addresses of the parties to the documents are as follows:

(1) Lessor:

Shawmut Bank, N.A.
One Federal Street
Boston, MA 02211

Attention: Equipment Finance and
Leasing Division

100 JF, 14 OF
THE ST. LOUIS
JUL 14 3 46 PM '87
MOTOR OF THE UNIT

KIRKPATRICK & LOCKHART

Noreta R. McGee
July 14, 1987
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(2) Lessee:

Springfield Terminal Railway Company
P.O. Box 490
Sterling, MA 01545

(3) Guarantors:

Boston and Maine Corporation
Iron Horse Park
N. Billerica, MA 01862

and

Maine Central Railroad Company
Iron Horse Park
N. Billerica, MA 01862

The equipment subject to the lease constitute 35 General Motors SD-26 4600 class locomotives bearing lessee's serial numbers ST614 through 629 inclusive and ST631 through 649 inclusive. One TKO-710 one piece tie remover manufactured by Porteck, Inc. and one Kershaw on-track brush cutter model 32-8 serial no. 32-142-87.

A short summary of the document to appear in the index is as follows:

(1) Type of document; Lease between Shawmut Bank, N.A., One Federal Street, Boston, MA, as lessor, and Springfield Terminal Railway Company, P.O. Box 490, Sterling, MA, as lessee, dated as of July 13, 1987 and covering 35 General Motors SD-26 4600 class locomotives, one Kershaw on-track brush cutter and one Porteck tie remover.

(2) Guaranty Agreement by Boston and Maine Corporation, Iron Horse Park, N. Billerica, MA and Maine Central Railroad Company, Iron Horse Park, N. Billerica, MA guarantying lessee's obligations under said lease.

KIRKPATRICK & LOCKHART

Noreta R. McGee
July 14, 1987
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I also enclose requisite filing fee and request that recorded documents be returned to me as counsel for Lessee.

Very truly yours,

Joseph C. Kennedy by foy
Joseph C. Kennedy, Jr.

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

July 15, 1987

Joseph C. Kennedy, Jr.
Kirkpatrick & Lockhart
South Lobby-9th Floor
1800 M. Street, N. W.
Washington, D. C. 200;6-5891

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/14/87 at 3:50 PM, and assigned re-
recording number(s).

A, B and C

Sincerely yours,

Norata R. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

LESSOR'S ORIGINAL

JUL 14 1987 -3 50 PM

RENTAL SCHEDULE NO. A-001
AND
INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF INSPECTION AND ACCEPTANCE

RENTAL SCHEDULE No. A-001 and CERTIFICATE OF INSPECTION AND ACCEPTANCE to Master Equipment Lease dated as of July 13, 1987 (the "Lease") by and between the undersigned, the terms and conditions of which are hereby incorporated herein by reference. Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such equipment from Lessor effective the Lease Commencement Date thereof and for the Lease Term specified below, and (c) agrees to pay Lessor the rent, in the amounts and at the times specified below, for each item of Equipment. All of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

EQUIPMENT DESCRIPTION:

Item No.	Serial No.	Unit No.	Year	Make	Model	Acquisition Cost
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See Exhibit I attached hereto and incorporated herein by reference.

TOTAL ACQUISITION COST: \$1,000,000

STIPULATED LOSS VALUES: See Exhibit II attached hereto and incorporated herein by reference.

EQUIPMENT LOCATED AT: See Exhibit I attached hereto and incorporated herein by reference.

LEASE TERM:

Interim Term:

Primary Term:

Commencement Date: N/A

Commencement Date: July 14, 1987

Expiration Date: N/A

Expiration Date: July 13, 1990

LEASE COMMENCEMENT DATE: July 14, 1987

PAYMENT DATES: The Interim Term rent payment is due and payable N/A. The remaining rentals commence August 13, 1987 and continue monthly in arrears through and including July 13, 1990.

BASIC RENT:

Basic Rent Per Day: \$ N/A (See Note 1)
Basic Rent Per Period: \$31,451.82 (See Note 2)

NOTE 1: Basic Rent Per Day is applicable during the Interim Term and is payable on the first Payment Date.

NOTE 2: Basic Rent Per Period and Basic Rent Per Day is computed by multiplying the Acquisition Cost as set forth above by:

Periodic Lease Rate Factor: 3.1452%
Per Diem Lease Rate Factor: N/A %

The undersigned, being duly authorized representatives of the Lessor and the Lessee hereby CERTIFY that the units of Equipment described above have been duly delivered to Lessee in good order and duly inspected and accepted by the Lessee as of the Lease Commencement Date reflected above on behalf of the Lessee as conforming in all respects with the requirements and provisions of the Lease.

LESSOR:

SHAWMUT BANK, N.A.

LESSEE:

SPRINGFIELD TERMINAL RAILWAY
COMPANY

By [Signature]
Title Vice Pres.

By R. S. Long
Title Asst. Treasurer

Date of Acceptance (Lease
Commencement Date): July 14,
1987

LESSOR'S
ORIGINAL

(Acknowledgement for Corporation)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On this 13th day of July, 1987 before me appeared Richard E. Long, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 54 St. Germaine Street, Boston, Massachusetts, that he is the Assistant Treasurer of Springfield Terminal Railway Company, a corporation organized under the laws of Vermont, the corporation described in and which executed the above instrument, that he executed such instrument on behalf of said corporation by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said corporation and that the statements contained therein are true and correct in all respects.

(SEAL)

Antonette M. Bacci
Notary Public

My commission expires on: 10/9/92

(Acknowledgement for Corporation)

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On this 13th day of July, 1987 before me appeared Thomas H. Dodge, to me personally known, who, being by me duly sworn (or affirmed), did say that he resides at 15 Indian Trail, Sandwich, MA, that he is a Vice President of Shawmut Bank, N.A., a national association, the association described in and which executed the above instrument, that he executed such instrument on behalf of said association by authority of its board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said association and that the statements contained therein are true and correct in all respects.

(SEAL)

Antonette M. Bacci
Notary Public

My commission expires on: 10/9/92

EXHIBIT I
TO
RENTAL SCHEDULE NO. A-001
CERTIFICATE OF INSPECTION AND ACCEPTANCE

DESCRIPTION OF EQUIPMENT

See one page attached hereto and incorporated herein by reference.

Exhibit I
Description of Equipment

35 General Motors' Electro-Motive Division SD-26, 4600 class
locomotives bearing Springfield Terminal Railway Company numbers:

ST 614 through 629 inclusive
ST 631 through 649 inclusive

Location: Nashua, NH

EXHIBIT II
TO
RENTAL SCHEDULE NO. A-001
AND
CERTIFICATE OF INSPECTION AND ACCEPTANCE

STIPULATED LOSS VALUES

(Stated as Percentage of Acquisition Cost)

If Casualty Occurrence Occurs On Or After <u>Payment Date No.</u>	<u>Stipulated Loss Value</u>
Lease Commencement Date	100.7149%
1	98.2648
2	95.7949
3	93.3050
4	90.7954
5	88.2658
6	85.7164
7	83.1472
8	80.5581
9	77.9491
10	75.3203
11	72.6716
12	70.0030
13	67.3146
14	64.6064
15	61.8782
16	59.1302
17	56.3624
18	53.5747
19	50.7671
20	47.9397
21	45.0924
22	42.2253
23	39.3383
24	36.4314
25	33.5047
26	30.5581
27	27.5916
28	24.6053
29	21.5992
30	18.5731
31	15.5273
32	12.4615
33	9.3759
34	6.2705
35	3.1451
36 and thereafter	0.00